



**John Elias Baldacci**  
*Governor*

STATE OF MAINE  
DEPARTMENT OF HUMAN SERVICES  
AUGUSTA, MAINE 04333

## **Bureau of Elder and Adult Services**

### **Request for Proposals**

<h3><b>Assessing Services Agency</b></h3>
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January 2004

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## DEFINITIONS

The following terms and abbreviations are defined as used herein.

ADA	Americans with Disabilities Act.
Agency	Agency may represent a State department, agency, office, board, commission or quasi-independent agency, board or commission, authority or institution.
Agreement	The resulting contract between the Department of Human Services and the successful bidder.
ASA	Assessing Services Agency
BEAS	Bureau of Elder and Adult Services, a bureau within the Maine Department of Human Services.
Bid/Proposal	The documents submitted by bidders to the Division of Purchases in response to this RFP.
Bidder	Any entity, organization or individual qualified to submit a proposal in response to this RFP.
Contract	The resulting Agreement between the Department of Human Services and the successful bidder.
Contractor	The firm selected to, and awarded a contract to provide the services contained in this RFP and as contracted. For the purpose of this RFP, Contractor and Vendor are synonymous.
Department	(State of Maine) Department of Human Services.
DHS	(State of Maine) Department of Human Services.
EIM	Elder Independence of Maine
HCCA	Home Care Coordination Agency
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Intake	The process encompasses the receiving of all referrals, processing referrals, and entering data into MeCare and dissemination of

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assessment outcomes according to policies and procedures. Intake also includes the prescreening process.

MeCare	The MeCare system is a computerized assessment tool used to determine medical eligibility for entrance into Maine's long-term care system. The MeCare system supports the entire assessment process from intake through the dissemination of eligibility outcome information.
MED	Medical Eligibility Determination Form
MFASIS	Maine Financial And Administrative Statewide Information Systems – These systems include the statewide Accounting, Human Resources/Payroll, Human Resource and Financial Information Warehouses, and current Budget Management systems.
NF	Nursing facility
PDN/PCS	Private duty nursing/personal care services
Prescreening	The purpose of this process is to identify consumers referred who are most likely to require a face-to-face assessment based on the protocol developed by BEAS.
Project Manager	Project Manager is the sole point of contact for all bidders, and is responsible for all activities designated to the Project Manager within the RFP, including but not limited to, distribution of RFPs and day-to-day contact with bidders.
QC	Quality Control.
RFP	Request for Proposal.
SFY	State Fiscal Year.
State	The State of Maine.
Subcontractor	Any person not in the employ of the vendor or any organization not owned by the Vendor, performing work that is the responsibility of the Vendor under a contract resulting from this solicitation.

## **Section 1**

### **1.0 INTRODUCTION**

The State of Maine Department of Human Services (DHS), Bureau of Elder and Adult Services (BEAS) is soliciting proposals to conduct face to face assessments using the MeCare application, to determine medical eligibility for adults age 18 and over for long term care services. These include Nursing Facility Care, MaineCare Home and Community Benefits for the Elderly and Adults with Disabilities and Acquired Brain Injuries, Home Based Care, Private Duty Nursing and Personal Care Services, MaineCare Home Health and other long-term care programs as determined by the Department. The Provider will divert as many consumers as appropriate by recommending community-based care plans in accordance with specifications of work to be performed. Cost estimates should be based on 16,000 assessments annually. Long term care assessment services will be provided in all areas of Maine from July 1, 2004, through June 30, 2005. In addition to reimbursement for assessments, separate funds, in the amounts specified, will be provided for:

- Training, \$80,000
- mailing materials on pre-screened individuals, \$8,125
- representing the Department at appeal hearings, \$31,000.
- imaging/scanning of hardcopy assessment related information for 215,000 forms, \$109,650.

### **1.1 Background**

In 1995 the Legislature adopted a policy of universal pre-admission screening for long-term care services. The pre-admission assessment is mandatory for all nursing home applicants, including those paying privately.

The Assessing Services Agency is under the direction of the Bureau of Elder and Adult Services of the Maine Department of Human Services. The current contract for this service is held by the GHS Data Management, Inc.

Nurses using a laptop application of the assessment form meet with the consumer, often with one or more family members present, conduct the assessment, establish medical eligibility on the spot, and authorize a service plan. Department staff determine financial eligibility for MaineCare programs separately.

The purpose of the assessing services is to:

- 1) increase consumer participation and control;
- 2) educate consumers about in-home long term care programs and other alternatives to nursing facility care;
- 3) create a single point of entry for eligibility assessments and reassessments for long term care programs;

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- 4) reduce the long term cost of services by requiring greater emphasis on rehabilitation and health promotion;
- 5) reduce the number of unnecessary admissions to, increase the number of discharges from, and decrease the length of stay in nursing facilities; and
- 6) begin to identify caregiver needs to address burnout.

This is done through:

- 1) accurate, objective functional assessment of applicants to specified long term care services regardless of payment source;
- 2) timely provision of information on all long term care service options;
- 3) on-the-spot MaineCare medical eligibility level of care determination;
- 4) eligibility determinations and length of stay based on sound clinical judgment and in compliance with appropriate policy; and
- 5) accurate prescreening to refer consumers to the appropriate source.

In addition, the Department uses the information collected through the assessments for reports, to identify the characteristics of persons using long-term care services, to analyze the fiscal impact of proposed program changes, to respond to Legislative inquiries, for research and to comply with the requirements of the Supreme Court's decision in the Olmstead case. This decision found that inappropriate institutionalization is a form of discrimination under the Americans with Disabilities Act and requires states to offer individuals the opportunity to return to the community.

### **1.2 Acquiring Office And Project Management**

The Department of Human Services is the acquiring office. The Project Manager for this effort is:

John A. Baillargeon  
DHS/BEAS  
11 State House Station  
442 Civic Center Drive  
Augusta, ME 04333-0011

Voice: (207) 287-9200  
FAX: (207) 287-9229  
E-mail: john.baillargeon@maine.gov

### **1.3 Summary Of Key Events**

The State reserves the right to adjust any of these dates. If the dates are adjusted, all bidders who have received a copy of the RFP from the Project Manager will be notified in writing.

<b><u>Activity</u></b>	<b><u>Date</u></b>
1. Request for Proposals Issued	<b>To be determined</b>
2. Deadline for Written Questions	12:00 p.m. local time February 16, 2004
3. Deadline for Filing Letter of Intent to Bid	March 11, 2004
4. Proposal Due Date	2:00 p.m. local time April 12, 2004

#### **1.4 RFP Organization**

This RFP is organized into five sections and appendices.

- **Section 1 -- Introduction** provides bidders with general information on the objectives of this RFP, the State agencies involved in this procurement, the definitions, Current State of Maine technology relevant to this procurement, and the RFP organization.
- **Section 2 -- General Procedures and Instructions** provides bidders with general information on the procurement process and procurement rules. This section also describes the requirements the bidders must follow for the packaging and submission of the technical and cost proposals submitted in response to the RFP.
- **Section 3 – Proposal Submission Requirements** defines the requirements for information on bidder identification, qualification, and experience. It also defines the requirements that bidders must follow in preparing the proposal including product features and cost information.
- **Section 4 -- Terms and Conditions** describes mandatory contractual provisions, payment provisions, and damages that may be imposed for contractor non-performance.
- **Section 5 -- Scope of Work** provides an overview of the scope of work and the tasks to be performed, State and contractor responsibilities, service specifications and requirements.

The appendices are included to supplement the information presented in this RFP.

- **Appendix A – Sample Human Services Contract** provides a sample of the terms and conditions expected of the successful bidder; the contract includes the required cost forms for the submitting of cost information
- **Appendix B – MED Form**

## Section 2

### 2.0 **GENERAL PROCEDURES AND INSTRUCTIONS**

This section contains solicitation procedures, general proposal format information and submission instructions.

#### 2.1 **General Information**

This Request for Proposals (RFP) is designed to select a qualified vendor who will be responsible for conducting face to face assessments using the MECARE application to determine medical eligibility for adults age 18 and over for long term care services.

The selected vendor will be responsible for providing services to meet the requirements identified in this RFP, and will be held accountable for meeting these requirements. Proposals must conform to the mandatory requirements of the RFP. No payment will be made under the resulting contract until approved by the Department.

It is the intent of the Department to select one vendor to function as prime contractor for this project.

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP and respond to each requirement in their proposals in the format prescribed.

#### 2.2 **Type Of Contract**

The assessment services in this contract will be settled on a unit cost basis, up to the amount specified in the contract. In addition to reimbursement for assessments, separate funds, in the amounts specified, will be provided for:

- training, \$80,000
- mailing materials on pre-screened individuals, \$8,125
- representing the Department at appeal hearings, \$31,000.
- imaging/scanning of hardcopy assessment related information for 215,000 forms, \$109,650.

In addition to the provisions of this RFP and the winning proposal, which will be incorporated in the resulting contract, any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the resulting contract will be included (in priority order) as detailed in Subsection 4.1.

The Department reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable



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terms available from a price and technical standpoint. The Department, however, reserves the right to conduct discussions with all responsible bidders who submit proposals determined to be reasonably likely of being selected for award.

**2.3 Ineligible Bidders**

In order to be eligible to submit a proposal, prospective respondents must submit a letter of intent to bid (see 1.3 Summary of Key Events) that conveys sufficient organizational and fiscal capacity to manage a complex, statewide project, as described in this RFP. The letter should also cover the following:

- Name of applicant, address, telephone number, fax number
- Name of principles
- Name of primary contact and email address
- Description of the agency or corporation's business and length of time in business
- Description of the human resource, technology, and accounting/fiscal management capacity of the agency or corporation.
- Acknowledgement that the agency has either cash flow/funds or a line of credit in the amount of \$1 million to undertake startup, plus funds needed to maintain operation of current business for two months?

The Department will determine based on the letters of intent who is qualified and eligible to submit a proposal. Agencies will be notified within seven calendar days of their eligibility to submit a proposal.

Any contractor or vendor subcontractor involved in the preparation of this RFP and/or involved in the evaluation of proposals will not be permitted to be selected to perform any tasks resulting from this RFP.

To ensure objectivity and prevent conflict of interest, the Assessing Services Agency may not provide, either directly or through an affiliate, any long-term care services. The Department reserves the right to determine to what extent a respondent is affiliated with a provider of long-term care services. Long-term care services include, but are not limited to, personal care, home health, homemaker, skilled nursing, adult day services, licensed assisted living, fee-for-service care management, durable medical equipment, or residential or nursing facility care.

**2.4 Communications With State Staff**

From the date of issue of this RFP and until a determination is made and announced regarding the selection of a vendor, all contact except those made pursuant to any pre-existing obligation, with personnel employed or

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contracted to the State of Maine must be approved in writing by the Project Manager. The only exceptions to these restrictions are:

- State personnel involved in oral presentations or personnel interviews (Department option).

Violation of this provision may result in disqualification of the bidder's proposal. Bidders are advised that only the Project Manager can clarify issues or render any opinion regarding the RFP. No individual member of the Department, employee of the State or member of the selection committee is empowered to make binding statements regarding this RFP. The Project Manager will issue any clarifications regarding the RFP in writing.

**2.5 Written Questions And Answers**

Questions regarding the meaning of any RFP provision must be submitted in writing, by the stated deadline, for questions to the Project Manager, in an envelope clearly marked "Assessing Services Agency, Procurement Questions". Questions may be transmitted by FAX but must include a cover sheet clearly indicating that the transmission is to the attention of the Project Manager showing the number of pages transmitted, and be clearly marked "Assessing Services Agency, Procurement Questions". Questions may also be sent via e-mail to the Project Manager. The Department assumes no liability for assuring accurate/complete FAX or e-mail transmission/receipt and will not acknowledge receipt except by addressing the questions received.

**Under no circumstances will questions asked in other than written form be entertained.**

The Department will respond in writing to all substantive questions received. Only those answers received in writing will be considered binding. Any information given to bidders concerning the RFP including written questions and answers will be furnished in writing to all bidders who have received a copy of the RFP from the Project Manager.

**2.6 Oral Presentation**

At the Department's option, oral presentations by bidders may be requested for the purpose of explaining or clarifying characteristics or significant elements related to the proposals. Bidders will not be allowed to alter or amend their proposals through the presentation process. Bidders will not be permitted to attend competitor oral presentations. The Department reserves the right to require and conduct oral presentations with bidders who submit proposals determined to be reasonably likely of being selected for award.

**2.7 Personnel Interviews**

At the Department's option, key personnel proposed by bidders may be requested to participate in a structured interview to determine their understanding of the service requirements, their authority and reporting relationship within the firm, management style, and any other relevant information. Bidders will not be allowed to alter or amend their proposals through the interview process, nor will they be permitted to attend competitor interviews.

**2.8 Disclosure of Data**

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the Request for Proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

**2.9 Cost of Proposal Preparation**

The entire cost for the preparation and submission of a proposal, and the attendance at any oral presentation, or personnel interviews will be borne by the bidder.

**2.10 Proposals**

Following is a description of the proposal submission requirements.

**2.10.1 Submission of Proposals**

To facilitate the proposal evaluation process, one (1) original and five (5) duplicate paper copies (total of 6), plus one electronic copy of the entire proposal must be delivered by:

2:00 p.m. local time on April 12, 2004

To:

Division of Purchases  
Burton M. Cross Building, 4<sup>th</sup> Floor  
9 State House Station  
Augusta, ME 04333-0009

The proposal must be submitted in accordance with the instructions identified below.

**Proposals that arrive late or at a location other than that noted above will be rejected.**

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Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, and completeness and clarity of content. Elaborate proposals are neither necessary nor desirable. If the bidder's proposal is presented in a fashion that makes evaluation difficult or overly time-consuming, it is likely that points will be sacrificed in the evaluation process.

The proposal must be bound on standard 8 ½" by 11" paper, except that charts, diagrams, and the like, which may be on foldouts which, when folded fit into the 8 ½" x 11" format. All pages must be consecutively numbered, starting with page 1. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The proposal must also be delivered electronically in MS WORD format on either a 3.5" floppy diskette or CD.

A package containing the one (1) original and five (5) duplicate paper copies (**total of 6**), plus one electronic copy of the proposal must be delivered by the date and time to the Bureau of Purchases at the address given in Subsection 2.10.1. The electronic copy (floppy disk or CD) must be included with the original proposal. The face of the package, whether mailed or hand delivered must bear the following legend, "Assessing Services Agency -- Confidential -- Open by Addressee Only"

An official authorized to legally bind the bidder must sign the proposal. The original copy of the proposal (original signature(s) required) will be marked "Original".

**2.10.2 Proposal Sections**

The proposal must consist of eight (8) parts.

The applicant must address, in writing, each item in this RFP. A summary cover sheet must be attached. Components of the Bid are detailed in Section 3 and include:

1. Transmittal Letter
2. Executive Summary
3. Vendor Qualifications
4. Organizational Chart
5. Activities and Methods for Implementation
6. Training for Assessors and Supportive Staff
7. Quality Assurance
8. Costs and Billing

Detailed instructions for the completion of the Proposal are found in Section 3 of this RFP.

**2.10.3 Rejection of Proposals**

The Department reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the Department's official file.

**2.10.4 Revision of Proposals**

The Department reserves the right to amend the RFP prior to the proposal due date. All bidders who received a copy of the RFP from the Project Manager will be notified in writing of any amendments to the RFP a minimum of seven (7) days prior to the due date. Should an amendment be issued with fewer than seven (7) days remaining prior to the date, the due date will be extended. The Department will not be responsible for any additional costs incurred as a result of any such changes in the RFP.

**2.10.5 Proposal Evaluation**

The Department will evaluate the proposals in accordance with the criteria set forth in Subsection 2.13.2

**2.11 Rights of State Government**

This RFP does not commit the Department to award a contract, or pay any cost incurred in the preparation of a proposal for this RFP. The Department reserves the right to reject all proposals, and at its discretion may cancel or amend this RFP at any time.

By submitting a proposal in response to this RFP, the bidder grants to the Department the right to contact or arrange a visit in person with any or all of the bidder's clients.

**2.12 Notification of Bidder Selection**

**ALL BIDDERS WILL BE NOTIFIED IN WRITING AFTER THE SELECTION OF A SUCCESSFUL BIDDER.**

**2.13 Evaluation of proposals and contract award**

The Department will select the successful bidder through a formal evaluation process, as outlined in this section. Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or interviews if required, and verified by information from reference sources contacted by the Department. The Department reserves the right to contact individuals, entities or organizations who have had recent dealings with the firm or staff proposed whether they are identified as references or not.

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**2.13.1 Initial screening**

Initial screening will consist of the review of proposal compliance with the mandatory proposal submission requirements of this RFP.

**2.13.2 Evaluation**

Those proposals that pass the Initial Screening will be evaluated for the ability to meet the requirements identified in this RFP. Costs are to be an accurate representation of any and all goods and/or services to be provided.

The proposal evaluation will consist of nine (9) areas totaling one hundred (100) points. The available points will be distributed as follows:

<b>Review Criteria</b>	<b>Points</b>
A. Proposal includes all information and forms specified in section 3.1 to 3.8.	5
B. How well respondent addresses all items in section 3.3 to 3.8.	10
C. Respondent's description of qualifications and capacity to meet the scope of work are clear and credible.	10
D. Proposed staffing, technical, and administrative structure assure sufficient management support for the program.	15
E. Proposed quality assurance standards and measures reflect a commitment to quality service and an understanding of the scope of work.	10
F. Proposed staff training and content demonstrate an understanding of assessment services.	5
G. Respondent proposes computer and other infrastructure sufficient to implement the scope of work and conveys an understanding of MeCare and the assessment scope of work.	10
H. Does the budget reflect all costs of the work proposed?	10
I. Unit Cost (UC): Lowest UC/UC of respondent X 25 =	25
<b>TOTAL</b>	<b>100</b>

**2.14 Evaluation factors and award points**

Each member of the evaluation committee will evaluate the proposal responses. The selection of a vendor will be based on considerations from all phases of the evaluation process. Where items do not lend themselves to a strict numerical evaluation, a subjective rating based on the collective opinion and experience of the selection committee will be used.

During the evaluation, the evaluation and selection committee reserves the right to hold discussions with bidders to obtain clarification of pertinent items in their proposals. Any such discussion may only address services

offered in the bidder's proposal; the offering may not be changed or altered. These discussions will be in accordance with applicable State procurement procedures. However, the State reserves the right to make an award without further support of the proposal received. Therefore, it is important that each proposal be submitted in the most favorable manner possible.

**2.15 Additional Presentations/Interviews**

At the Department's option, top-scoring bidders may be requested to participate in oral presentations and personnel interviews as detailed in section 2.6 Oral Presentations and section 2.7 Personnel Interviews of this RFP. Following presentations and/or interviews, scores may be adjusted on the basis of information presented in these forums.

**2.16 Contract Award**

The Department's evaluation will result in the selection of a proposal which, taken as a whole, is best value to the Department. After analysis, evaluation and validation of bidder responses, the Department will notify all bidders in writing concerning their selection. The Department may require the selected bidder to participate in contract negotiations and to submit such price, technical or other revisions to their proposal as may result from negotiations. Upon resolution of the final negotiations, the Department will prepare a final contract and award. If for any reason the Department is unable to obtain an acceptable contract with the selected bidder, the selected bidder will be disqualified. In this event, the Department may then proceed to negotiate a contract with bidder of the next highest rated proposal, or may cancel negotiations entirely at the Department's discretion.

It is to be understood by all parties that the negotiated contract will be made in the best possible interest of the State and that the award decision will be final. The RFP and the proposal of the successful bidder will, at the Department's option, be incorporated into and form the basis of a legal contract. The contract will also include the provisions set forth in the standard State contract (sample copy attached in Appendix A) as well as any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the contract.

**2.17 Required Contractual Provisions**

There are certain requirements, established by the State, with respect to proposals submitted in response to this RFP. The words "shall", "must", and "will" (except when used to denote futurity) will be considered as indicative of a requirement in this RFP. Such requirements are to be considered as material to this procurement and may only be waived, in advance of submission of the proposal, by the Project Manager.

**2.18 Financial Capacity and Stability**

Evidence of adequate financial capacity and stability is a prerequisite to the award of a contract. Bidders must include in their Executive Summary financial documentation to establish their financial stability. This documentation must be submitted in accordance with the requirements of Section 3 of this RFP. The Department reserves the right to request any additional information to assure itself of a bidder's financial status.

**2.19 Term**

This contract for services is for one year with an option to renew on an annual basis for up to two additional years. At the end of any contract year, at the Department's option, the contract may be extended to include transition support.



## Section 3

### 3.0 **PROPOSAL SUBMISSION REQUIREMENTS**

This section describes the requirements that must be met by bidders in preparing the Proposal. The Proposal will consist of eight (8), sections as detailed below.

The Proposal must be submitted according to the instructions set forth in Sections 2 and 3 of this RFP.

#### 3.1 **Transmittal Letter**

Proposals must be accompanied by a letter of transmittal written on the bidder's official business stationery and signed by an official authorized to legally bind the bidder. This Transmittal Letter must include the following:

- An itemization of all materials and enclosures submitted in response to the RFP;
- The bidder's Federal Tax Identification Number;
- The name and telephone number of the bidder's representative who may be contacted for all contractual matters;
- A statement that the bidder believes the proposed products and services meet all the requirements set forth in the RFP;
- An unequivocal statement which acknowledges and agrees to all of the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP;
- An unequivocal statement of the bidder's willingness to enter into an agreement with the State which includes the terms and conditions included in the sample contract in Appendix A;
- A statement that the person signing this proposal is authorized to make decisions as to the prices quoted and that (s)he has not participated, and will not participate, in any action contrary to the RFP;
- A statement that all pricing is in US dollars, and that all cost schedules have been completed and enclosed;
- A statement that any element of recurring or non-recurring cost that must be borne by the State has been identified and included in the bidder's proposal. This includes but is not limited to, hardware, software, maintenance, cabling, demonstration, consultation, shipping charges, installation costs, testing, manufacturer supplied programs, third-party software, licensing and systems support;
- If the use of subcontractor(s) is proposed, a statement from each subcontractor shall be appended to the transmittal letter and signed by an individual authorized to legally bind the subcontractor stating:
  - The scope and percentage of work to be performed by the subcontractor (measured as a percentage of total contract price), and

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- The subcontractor's capability and willingness to perform the work indicated;
- A statement that the proposal was developed without collusion;
- The bidder's assurance that the proposal will remain in full force and effect for at least ninety (90) days from the proposal due date specified in the RFP transmittal letter;
- A statement that the bidder agrees to participate in key personnel interview(s) and/or oral presentations(s), if opted by the Department;
- A statement that the proposed services and products provided will be compatible with the State standards for desktop software, e-mail, and networking.

The bidder may include other topics in the letter deemed appropriate.

### **3.2 Executive Summary**

The Executive Summary will condense and highlight the contents of the Proposal to provide the selection committee with a broad understanding of the bidder's proposal. This will be a concise overview summarizing the bidder's commitment to performing the contract. The Executive Summary will include highlights of the following:

- Qualifications of key personnel
- Significant features of the bidder's approach to fulfilling the requirements
- Previous relevant experience
- Financial capacity and stability
- Assurance of data transmission and data management
- Discussion of ability to comply with Scope of Work in Section 5 of Request for Proposal

Bidders should present their understanding of the problems being addressed by this RFP, the objectives and the intended results. Bidders should describe their understanding of the products and services as requested by the Department of Human Services. Bidders should summarize how their proposal meets the requirements of this RFP and why the bidder is best qualified to perform the work required.

### **3.3 Vendor Qualifications**

The Vendor Qualifications and Technical Approach section of the Technical Proposal must consist of the following subsections:

#### **3.3.1 Bidder Identification and Information**

In response to this section of the RFP, bidders will:

- State the organization's full company or corporate name and give the address of the organization's headquarters office

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- Specify how the entity is organized (proprietorship, partnership, corporation)
- Specify the State in which the bidder is incorporated or otherwise organized to do business
- Specify the year in which the bidder was first organized to do business, and whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change), and any name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the bidder, and the response should be formulated to provide that information as appropriate to the bidder's business circumstances
- Provide the Employer Identification Number.
- Describe significant changes, if any, in the organization which occurred during the current fiscal year or which are planned for the upcoming period.

3.3.2 Change in Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

3.3.3 Office Location

State the address of the bidder's office location responsible for performance under the resulting contracts with the State of Maine in the event the bidder becomes the selected vendor.

3.3.4 Relationships with the State

In this section, the bidder shall describe any relationships it, or its subcontractors, may have or have had with the State over the last twenty-four (24) months. If no such relationship exists, the bidder must so declare.

3.3.4.1 Prior and Existing Contracts. If the bidder, or its predecessor, or any subcontractor in the bidder's proposal has contracted with the State, identify the contract number and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

3.3.4.2 Bidder's Employee Relations to State. If any party named in the proposal is or was an employee of the State of Maine within the past twelve (12) months, identify the individual(s) by name, Social Security Number, State agency by which employed, job title or position held with the State, and separation date. If no such relationship exists, so declare.

3.3.5 Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the bidder's nonperformance or poor performance.

Bidders must submit full details of all terminations for default experienced by the bidder during the past three (3) years, including the other party's name, address and telephone number. The response to this subsection must present the bidder's position on the matter. If no such terminations for default have been experienced in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred in the past three years, so declare.

3.3.6 Bidder's Qualifications and Experience

Bidders shall provide a summary and narrative description regarding their previous work similar to the services as requested in this RFP, in size, scope and complexity. Bidder and subcontractor experience will be listed separately. Bidders will identify projects on which they gained experience in products and services specified in this RFP. The summary that lists previous work must be organized under the following sub-sections/sub-headings (or each specific project reference must be divided into the following headings):

- Overall ability to perform the assessing services
- Describe the organization's current licensures, accreditations and certifications. (Provide copies of relevant paperwork)
- Availability of qualified and experienced personnel, the availability of adequate facilities, general environment, and resources for the proposed services
- Information management systems
- Familiarity and experience collaborating with the medical community relative to medical eligibility requirements for home and community based services, and for nursing home

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level of care, as well as financial eligibility requirements for all programs and how to access those services

- A listing of the agencies currently contracting with the bidder for similar services
- Adequacy of plans for the administration of the program
- Current workload and capacity to add Maine's assessing services to existing workload
- Community health experience for RNs
- Ability to offer full service to Maine by July 2004
- Disclosure of possible conflict of interest or pecuniary interest. All respondents must disclose any conflict of interest or pecuniary interest, including conflict as a result of an entity related by ownership or control. Conflict of interest occurs when staff are in a position to arrange any long-term care services provided by the respondent or an entity related by ownership or control. Long-term care services include care management, personal care, homemaker services, home health, speech, occupational or physical therapy, adult day or adult day health services, residential or nursing facility care, or any other service that might be arranged as part of a consumer's service plan. Proposals will be rated on the degree of conflict of interest, with those demonstrating less conflict receiving higher scores.

3.3.7 Staff Qualifications

Bidders will provide a summary of relevant experience of the proposed staff who will perform each of the major tasks areas described in this RFP. (Refer to Section 5)

The bidder will provide a narrative description of the experience each key staff member has in the areas relevant to this procurement and a current resume.

The current resume shall include the present position that the individual holds within the organization. If the identity of an individual is not known, a job description of the position is required. The State, in addition to assessing experience, will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carryout the requirements of this RFP.

Bidder and subcontractor staff experience must be shown separately.

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3.3.8 References

References will add to the substantiation that the bidder possesses the resources and understanding of the skills sufficient to carry out the requirements of this RFP.

**3.4 Organizational Chart.**

Provide an organizational chart of the entire agency, indicating how the program fits into the larger organization.

**3.5 Activities and Methods for Implementation.**

Describe the activities and methods to be used to implement, administer, and provide all of the activities and services specified in Section 5, Scope of Work, of the RFP, including recruitment of assessors. The response must convey a thorough understanding of the complexity of the Scope of Work. The Department reserves the right to conduct a readiness review prior to implementing the contract.

**3.6 Training for Assessors and Supportive Staff.**

Describe the training to be provided to assessors and supportive staff, both initial and ongoing, and provide any applicable training schedules. The proposed training must convey an understanding of the Scope of Work.

**3.7 Quality Assurance.**

List the quality assurance performance standards and measures to be used for internal program evaluation.

**3.8 Costs and Billing**

The Cost Schedules must comply with the requirements presented in this section. The Department reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any cost proposal where the cost component shows significant and unsupported deviation from the bidder's proposal, industry norms or in areas where detailed pricing is required. Bidders should be particularly diligent in assuring cost components match proposal solutions, as proposals will be scored on costs as they are submitted at the time of the proposal submission.

The schedules that must be submitted with the cost section are specified in section 3.8.1 and are contained in Appendix A, Rider A, III. G. Cost Schedules. Bidders may prepare their own forms for submission, but must conform to the format of the forms contained in Appendix A. All of the forms specified are mandatory. If not submitted, bidder's proposal may be rejected. Vendors are required to submit the cost proposal schedules in both hard copy and electronically. The electronic format for cost schedules

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will be completed using Microsoft Excel on a 3 ½-inch high density diskette or CD.

An official authorized to legally bind the vendor must sign Schedule A, Summary Cost Form – Expenses (at the bottom of form). All required signatures must be in ink. A signature printed mechanically, or with pencil or rubber stamps will not be accepted. The authorized official must initial erasures, or other changes. If required signatures are not provided, the vendor's proposal may be rejected.

3.8.1 Bid Price and Supporting Detail

The component costs of the bid for providing goods and services, set forth in this RFP, must be provided by completing and submitting the stated forms provided in Appendix A (selected pages from Rider A., III. G. Cost Schedules) of this RFP labeled as follows:

- Summary Cost Form - Schedule A - Expenses
- Schedule B – Personnel Costs
- Schedule B – Allocation of Administrative/Indirect Costs
- Schedule C – Equipment Line Item
- Schedule C – Summary of Subagreements (if applicable)
- Schedule D - Justification Forms (for lines 11 through 23 )

Bidders are advised that submission of information in support of the cost schedules is strongly preferred by the Department to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

Bidders must state in this section their firm, fixed unit cost for the services to be provided as defined in this RFP. This includes any and all tax liability, including Federal, State, local, and other.

3.8.2. Billing

The contractor will bill monthly. Payment will be reimbursed monthly upon receipt and approval of an invoice and a report of agreement services provided to consumers at the approved reimbursement rate.

The Department will:

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- A. For initial assessments, reimburse the Provider for face-to-face assessments at a rate not to exceed \$158 per assessment if completed within five calendar days from the date of referral. Reimburse at 95% of the per assessment rate for assessments completed seven days from the referral date. Reimburse at 70% of the reassessment rate for any completed assessments later than seven days, up to 14 days, from the referral date. Updates and Conversions: BEAS will reimburse at a rate not to exceed \$21 for each update, conversion and revisions that are caused by the system if assessed and disseminated within the timelines for assessments and for dissemination of outcomes to DHS and providers. The Department will not reimburse for “revised” assessments that result from contractor error.
- B. For reassessments, reimburse the Provider for face-to-face assessments at a rate not to exceed \$158 per reassessment if completed no later than the reassessment due date. Reimburse at 95% of the per reassessment rate for assessments completed within two calendar days after the reassessment due date. Reimburse at 70% of the per reassessment rate for any completed reassessments later than three calendar days, up to 14 days, from the reassessment due date. Due date is defined as the reassessment due date stated in MeCare. The Provider will not be reimbursed for “revised” reassessments that result from assessor error.
- C. Reimburse the Provider for Acquired Brain Injury face-to-face assessments at a rate not to exceed \$166 per assessment.
- D. Reimburse the Provider at a rate not to exceed \$21 for each incomplete assessment. An incomplete assessment occurs when an assessor has gone to a consumer’s home, the hospital, or the nursing facility to do an assessment but is not able to complete it.
- E. Reimburse the Provider:
  - no more than \$31,000 from federal MaineCare to cover allowable expenses related to representing the Department at hearings and defending eligibility determinations and other actions appealed by consumers,
  - no more than \$80,000 for approved training costs,
  - no more than \$8,125 for mailing materials on pre-screened individuals
  - no more than \$109,650 for imaging/scanning of 215,000 forms
- F. Pay the cost of the lap top insurance \$100 deductible.
- G. Billing: BEAS will make monthly payments on receipt of an invoice. Payments will be adjusted for the unspent balances of BEAS funds from the prior month. The Provider will submit



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manually the assessment bills for brain injury assessments and incomplete assessments.

- H. BEAS will approve payment for allowable delay reasons. In order to be paid for “office delays” the Provider will provide justification along with the bill. BEAS will review and approve bills for payment within 15 days after the timeframe established in the billing report, except in months when there are manual calculations based on extended timeframes when the review period will be 20 days. The Provider will have to document attempts to contact consumers beginning when an assessment is in accepted status.
- I. BEAS will tell the Provider for which assessments payment has been denied and the reasons why. This information will also include consumers’ MaineCare ID numbers to facilitate reviewing payment denials. BEAS reserves the right to deny payment 100% on any assessment found to be unnecessary or conducted inappropriately or that impacts payment to another provider.

## **Section 4**

### **4.0 TERMS AND CONDITIONS**

This section of the RFP provides the Terms and Conditions associated with this procurement. The formal contract to be entered into with the successful bidder (hereinafter the "Contractor") shall contain, at a minimum, the terms and conditions set forth in this section and in the Sample Contract in Appendix A.

The term "Contract" as used here is defined as the legal agreement between the State and the successful bidder written as a result of this RFP.

### **4.1 General**

The Contract between the Department of Human Services and the Contractor shall include:

- 1) State of Maine Contract for Special Services, Page 1 signatures;
- 2) State of Maine Contract for Special Services, Rider B, Payment and Other Provisions;
- 3) State of Maine Contract for Special Services, Rider A, Specifications of Work to be Performed;
- 4) State of Maine Contract for Special Services, Rider C, Exceptions to Standard Rider B;
- 5) State of Maine Contract for Special Services, Rider D, Additional Provisions;
- 6) State of Maine Department of Human Services Request for Proposals, "Assessing Services Agency" including all appendices and any amendments, and written questions and answers; and
- 7) the Contractor's proposal submitted in response to this RFP.

It is mutually understood and agreed that in the event of any conflict among the provisions of the documents, attachments, and/or exhibits that constitute the State of Maine Contract for Special Services with the vendor, referenced above, the conflict shall be resolved by giving precedence to the documents in the order listed, the Contractor's Proposal in response to the RFP being subordinate to all other listed documents. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the State reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal.

No modification or change of any provision in the Contract shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the State. The Contract modification will be incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be construed as amendments to the Contract.

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In Maine, authority to approve contracts on behalf of the State is vested in the initiating department, the State Contract Review Committee and the State Controller. The Contractor shall sign a contract which shall then be forwarded for approval and signature by all appropriate officials in the Maine State government. The Agreement Administrator shall be the single authority to act for the State under the Contract. Whenever the State is required by terms of the Contract to provide written notice to the Contractor, such notice must be signed by the Agreement Administrator or designee.

**4.2 Deviations from the RFP**

The requirements appearing in this RFP shall become a part of the terms and conditions of the Contract. Any deviations from the RFP must have been specifically defined by the Contractor in its proposal, which if accepted by the State, must become part of the Contract, but such deviations must not be in conflict with the basic nature of this offer. Such exceptions must be noted on BLUE paper attached to the Transmittal Letter (See Section 3.1). While the Department is very interested in the “best” solution that meets all its requirements, bidders should only take exceptions with due care since any exceptions deemed unacceptable by the Department may be grounds for eliminating or reducing the score of the bidder’s proposal. If the awarded bidder’s proposal includes any exceptions, the award itself will in no way indicate to the awarded bidder whether the exceptions, individually or collectively, are negotiable or non-negotiable

## Section 5

### 5.0 **SCOPE OF WORK**

#### 5.0.1 Qualifications and Training for Assessors

Assessors must be knowledgeable about the medical eligibility requirements for home and community based services, and for nursing home level of care, as well as financial eligibility requirements for all programs and how to access those services. It is the responsibility of the Provider to hire RNs with a minimum of one year of community health nursing experience for the Long Term Care Assessment Program. Preference is to be given to RNs with four year degrees and demonstrated assessment skills and experience in care plan development to successfully achieve the goals of the service. RN assessors must demonstrate their knowledge of available services and their problem solving skills in developing recommended care plans that match the needs of the consumers.

The Provider will prepare intake/pre-screening staff for their functions and assessors for conducting assessments using the MECARE system and certify assessor competence before assigning assessments to them. The Provider will regularly schedule in-services training that addresses intake and pre-screening procedures and protocol, and the assessors' skills in assessing, care planning and consumer education. For the training that is the responsibility of the Provider, the Provider will:

- A. Demonstrate an objective method for certifying competence of assessors and intake/pre-screening personnel.
- B. Evaluate the effectiveness of MeCare and other pre-service training and modify it accordingly.
- C. Establish performance standards for assessors, intake/pre-screening personnel, and monitor for potential conflicts of interest.
- D. Track all assessment project staff for proficiency in using Windows, MeCare application, dial-up network connection, laptop computers, battery operations, printer function, and problem solving.
- E. Analyze data from completed MeCare assessments by assessors, intake/pre-screening personnel, and cross-check consumer circumstances with assessment type requested, outcomes and care plan recommendations to identify any patterns or inconsistencies and provide quarterly reports as directed by BEAS quantifying the outcomes of the analysis.
- F. Support assessors and intake/pre-screening personnel with on the job training and supervision as necessary. Also, instruct staff regarding the proper use and care of equipment purchased by the Provider with State and/or Federal funds, to minimize the need for repairs and replacement. The Provider will terminate assessor and administrative intake/pre-screening staff employment if ongoing performance indicates that the performance requirements of agreement are not being met.
- G. The Provider will provide "Help Desk" support for RN assessors and all other staff using the MeCare application.

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The Provider shall maintain and submit to the Department a complete and up-to-date listing of all intake/pre-screening staff, assessors, and administrative support personnel, as well as their major responsibilities, so that the Department will know whom to contact for clarification and problem resolution.

5.0.2 Management of the Long-term Care Assessment Services

The Provider shall provide management and administrative support to intake/pre-screening staff, qualified assessors, and administrative staff working with the community to meet the performance requirements outlined in this Scope of Work. The Provider agrees to assure that ongoing supervision is consistent with the Bureau of Elder and Adult Services approved training curriculum and all contract requirements, relevant policies and procedures.

Management includes the following activities:

- A. Maintain an intake system to respond to requests for information regarding long term care services and access to funding sources, to accept all referral requests for assessments from sources such as consumers, families, hospitals, nursing and residential care facilities, home care providers, and physicians. Also, prescreen referrals to determine the appropriateness of a face-to-face assessment. The Provider must:
  - 1. Maintain the infrastructure needed to handle the daily referrals and calls and complete the pre-assessment screen as developed by BEAS.
  - 2. Review intakes and referrals to determine if and when assessments are appropriate, based on consumers' location, current and likely eligibility for Medicare or MaineCare, and type of placement and services requested and any prior appeal status and outcome of the pre-assessment screen. Enter pertinent information provided by the HCCA in the referral comments for reassessment into the referral notes on MeCare.
  - 3. Provide consumers determined not to need an assessment with information regarding available services and make referral if the consumer agrees, or how to contact appropriate providers if the consumer prefers to do so, and distribute any resource materials provided by the Department as applicable.
  - 4. Provide needed background information to complete the referral, and for MED assessments to be completed when indicated, within required timeframes. When required to comply with timeframes, assessments will be assigned.
  - 5. Manage the flow of information to and from assessors regarding follow-up and data.
  - 6. Follow waiting list protocol determined by the Department.
- B. Hire and supervise qualified assessors who have demonstrated leadership ability, strong clinical, problem solving, organizational, care plan development skills, interpersonal skills, and possess an extensive knowledge of community resources, policy parameters and reimbursement systems for health and social services.

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- C. Work with BEAS to develop and maintain the business rules and protocol designed for MeCare. This includes assurance that assessments will be uploaded to the server from the laptop within twenty-four hours of the assessment being completed. Certain types of assessments may require prior authorization from BEAS. Any reassessments on current Elder Independence of Maine consumers must be requested by EIM, unless the consumer has experienced a significant change and the referral is made by a hospital or nursing facility.
- D. Assure that assessors use MeCare to assess all populations. This process will include:
1. Completing the assessment on MeCare with emphasis on the care planning and discussing community options with the consumer that match both the consumer's medical and financial eligibility, and documenting a synopsis of the assessment and contacts made with the consumer in the assessor notes, as well as rationale for use of task allowances.
  2. Determining the medical eligibility of Nursing Facility level of care and, Home Based Care Services, Levels I, II, III and V of Private duty Nursing and Personal Care Services, MaineCare Home Health, Brain Injury, and other long-term care programs as determined by the Department.
  3. Documenting eligibility determination decisions that establish eligibility begin and end dates according to the appropriate policy or procedure.
  4. Establishing reassessment dates and conducting reassessments for consumers found eligible and who will receive services.
  5. Completing the Choice Letter when applicable and disseminating copies to applicable recipients and providers.
  6. Recommending a care plan that matches the needs for individual consumers that includes the type and level of service provider, frequencies of services and the number of units to be provided for home care consumers within the policy parameters specific to the consumer's needs, and authorizing based on ADL/IADL need and clinical judgment, up to policy and care plan cost limits for MaineCare Home and Community Benefits for the Elderly and Adults with Disabilities, Brain Injured, Home Based Care Levels I-IV and Private Duty Nursing and Personal Care Services Levels I, II, III and V.
  7. Providing the consumer with a copy of the Department's approved consumer oriented written version of the authorized or recommended care plan that includes the information about available services and appropriate agencies to contact with any questions.
  8. Prior authorizing comprehensive care management as a service.
  9. Developing and maintaining intake and pre-screening procedures and protocols acceptable to BEAS.
  10. Completing assessor notes on MeCare in compliance with the standards outlined by BEAS.
  11. Forwarding a copy of the completed MED form and all related documents to the potential service or program provider and the consumer's legal representative or guardian within the time frames required in policy and/or this contract. Forwarding to the referring physician a copy of the authorized MaineCare Home

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- Health plan to assure accuracy of the monthly home health costs; working jointly with:
- a) The Bureau of Family Independence; regarding determination of financial eligibility and/or cost sharing (consumer payment) for consumers for long term care programs included in this contract.
  - b) EIM; arranging and contracting for consumer home care services.
  - c) BEAS, BMS, and BFI developing contract performance standards, incentives and
  - d) The provider agencies delivering services to consumers assessed under this contract.
- E. Sharing regularly by the Provider's management and supervisory staff with assessors any updated information that assists in care plan development and authorization or recommendation. The Provider will be responsible for distributing the Department's Resource Directory and consumer education materials on community options to each consumer, pre-screened or assessed.
- F. Providing administrative support to accept and track requests for assessments and reassessments. The Provider must maintain a record of all reassessment requests and fax logs beginning with the contract start date and for twenty-four months after the expiration of the contract. The Provider must enter all referral requests into MeCare and when prescreening is conducted and a face-to-face assessment is not required, cancel the referral request using prescreening as a reason for cancellation.
- G. Assigning referrals to qualified assessors, receiving completed assessments and eligibility determinations from assessors via MeCare, completing and submitting required documents to the Department, and/or EIM, or nursing or residential care facilities, or the home health agency or other appropriate agency chosen by the consumer to provide services recommended in the care plan no later than three (3) days from the scheduled assessment date and the upload date from the laptop to the server. Assessments completed on Fridays, Saturdays, or Sundays may be disseminated on the next workday. In these cases the Provider will fax denial outcomes to EIM before 10:00 am of the first workday. All assessments must be completed within five (5) days from the date of the referral, or as applicable to terms within this contract, is received regardless of payment source, except when the location of the consumer, or the financial or reassessment date or reason needs to be considered except as allowed elsewhere in the contract. The provider shall communicate any late, refused or cancelled assessments to the referral source and maintain documentation of the communication.
- H. Reporting to the Department all eligibility determinations within the timeframes required by this contract. Any MED form Program Outcome pages returned by the Department for revision shall be resubmitted within three (3) working days if the error impacts on eligibility or reimbursement to the nursing facility or other provider. Monitoring the performance of individual assessors by reviewing the timeliness of assessments completed, determining the authorized care plans for

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accuracy and availability of the services recommended and problem solving skills of the assessor, and taking corrective action as necessary. This will include, but is not limited to identifying each assessor's variations in coding eligibility criteria, eligibility determinations and diversions, plan of care costs and assessing against the performance requirements contained herein, and monitoring performance of intake/pre-screening personnel to assure compliance with policies and protocols.

- I. Ensuring that the requirements of the following are met: this contract; the Memorandum of Agreement between BEAS and BMS (as it relates to the role of subcontractors); the Maine Medical Assistance Manual, 22 MRSAA Section 1822-A; and the BEAS Policy Manual.
- J. Meeting periodically with the Department, hospitals, nursing facilities, home care coordinating agency, area agencies on aging, and other service providers to identify issues related to this contract and to conduct problem solving. Participation in and attendance at the regional Quality Assurance Review Committees. Reporting at each QARC meeting the status of the assessment project and pertinent information regarding the assessments on the consumers presented for review. Ensuring compliance with procedural operational agreements that have been documented in meetings and ongoing communication between the Department and the Provider. Maintaining a log of complaints received regarding assessments and information provided by the Provider, which will be provided to the BEAS quarterly. The complaint log format will be provided by the Department to assure compliance with the standards required by HCFA in the Quality Protocol manual for the waivers.
- K. Submitting to BEAS by the last day of the following month, the following reports: a monthly billing invoice, the number of assessments for the month, per funding source, separated into various payment categories (e.g. MaineCare, Advisory, Home Based Care versus PDN, etc.). The invoice should be received at BEAS no sooner and no later than the last day of the month following the reported period. A report of incomplete assessments must also be submitted, that includes consumer names, Social Security and/or MaineCare numbers, referral source, assessment type requested, date of incomplete assessment, and the total number of assessments and reimbursement amount. A report of "updated" or "converted" and revision assessments must also be submitted, that includes consumer names, Social Security and/or MaineCare numbers, referral source, assessment type requested, date of "updated" or "converted" assessments, and the total number of assessments and reimbursement amount.
- L. This report may serve as the bill as long as an aggregate summary sheet is provided that totals the number and type of assessments per reimbursement source. The Provider must provide a hard copy with the data to the Department no later than the last day of the following month, the complete bills for the previous month. Additional bills, for that month or previous months, submitted after the last day of the month risk non-payment and are not covered by the same processing parameters as bills received on time.



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- M. The Provider will complete MED form assessments within five (5) days of receipt of the referral, or as applicable to terms within this contract, on the following categories of applicants or current consumers and submitted copies of all completed MED outcome pages to the Department and appropriate agency as follows (with the exception of nursing facility assessments that must be provide to the facility and consumer at the time of the assessment):

<b>TABLE (MED XXs) COMPLETED FOR:</b>	<b>PROVIDED TO:</b>
Nursing Facility Admissions for private pay, 20 day Medicare/MaineCare, initial and reassessments for MaineCare consumers, Advisory assessment on consumers who have requested a Long Term Care Advisory assessment for private pay admission to a nursing facility or to receive information on long-term care options, when funds are available, or are transferring from Medicare to private pay at the end of the Medicare benefit.	Department (DHS) Nursing Facility/ Hospital
Maine's Home and Community Benefits for the Elderly and Adults with Disabilities	DHS & EIM
Home Based Care for Adults Age 18 and Older	DHS & EIM
Private Duty Nursing and Personal Care Services for Adults age 21 and older	DHS & EIM
All other MED forms referred for BEAS Homemaker, Home and Community Benefits for the Physically Disabled, MaineCare Consumer Directed Attendant Services	Appropriate Agency Provider
MaineCare Home Health	DHS and Home Health Agency

Other parties responsible for consumer's care must also received a copy of the MED form when requested. Manual status assessments will be completed within five (5) days of the referral, and other outcome disseminated within three (3) days of the assessment.

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- N. Assuring that all assessors work cooperatively with the social work and nursing staff in acute care hospitals regarding discharge potential and needs of consumers, i.e., by sharing a copy of the MED form. The assessor is not responsible for discharge planning for a consumer in a hospital setting. The assessor will present the consumer, his/her family and the hospital staff with a copy of the consumer oriented plan of care community options. The Provider must assure that assessors explain to consumers the policy regarding the specified programs, the role of EIM and provide written consumer education information to the consumer about how their home care services will work. For those consumers not assessed as a result of the pre-assessment screen, provide consumers with information about available services and appropriate agencies and, with the consumer's permission, make referrals to that chosen agency. Offer the option as applicable of having the consumer's name be placed on a waiting list for assessment. For those consumers not referred to EIM, provide consumers with information about available services and appropriate agencies, and with the consumer's permission provide copies of the MED form to the agency chosen by the consumer.
- O. Subject to the availability of funds, employ 1 FTE who will allocate 60% of the time to making follow-up calls to 100% of the consumers assessed with a dementia/Alzheimer's diagnosis and provide information and referral to available services as part of the follow-up call. Follow-up calls will be made on assessments where choice equals no choice or Advisory on the assessment outcome and there is a dementia or Alzheimer's diagnosis. Log the calls, questions, and needs identified as part of the follow-up call. Make an additional call one month later to those consumers or family members for whom information and referrals were given. Document the result of the referrals and provide a quarterly report to BEAS demonstrating the categories of needs identified and "other" information provided. The remaining 40% of time can be spent providing post assessment telephone contact to twenty (20%) percent of remaining consumers assessed using the parameters agreed to between the Provider and BEAS. The purpose of the follow up contact is to assure consumer understanding of how to access community options provided at the time of the assessment and clarify any information shared by the assessor regarding reduction, denials or termination in the program funding or services authorized or recommended.
- P. Entering, for consumers referred to the Home Based Care Program, all financial information required allowing MeCare to calculate and establish the estimated monthly copayment amount. Assessors must also provide information to consumers that EIM will be determining the actual copayment and may request additional information from the consumer to verify income, assets and other allowable deductions. For consumers applying for MaineCare Special Benefits Programs who have not completed the required BFI application, assuring that assessors explain the application process, leave a MaineCare LTC or Community application with the consumer and notify EIM in the assessor notes if the consumer requires outreach assistance with the process.

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- Q. Appearing and defending its eligibility determinations in the event consumers appeal its decisions (consumers do not have the right to appeal the outcome of advisory assessments). This includes making the assessor or a designee available for the hearing and providing copies of all documentation relied on in making the eligibility determination and authorization of the plan of care available for examination at the administrative hearing. The assessor must be able to indicate from his/her documentation where in the medical record information was found to support the MED form to facilitate the hearing process. The rationale for any reduction in the plan of care must be documented in the assessor notes. The assessor must be able to indicate from his/her documentation in the assessor notes the information used to support the denial, reduction or termination and the rationale for the authorized plan of care. Assessors or their designees will be required to provide oral testimony in support of the eligibility decision and authorized plan of care. The Provider will submit to BEAS each month an updated list of all appeals, copies of all documents relating to the appeal, when requested and any closing comments or rebuttals to the recommended decisions. BEAS reserves the right to request that the Provider respond to recommended decisions. Draft copies of rebuttals to recommended decisions must be submitted to BEAS for review within seven days of receipt of the recommended decision. This allows ample time for BEAS to review and edit the response before the due date. A report that lists the number of appeals, the decision being appealed and the outcome of the appeal and justification for the outcome decision rendered.
- R. Requesting prior authorization from the Department to complete a reassessment on a consumer currently under appeal. Reassessments on consumers in the appeal process must be substantiated by a significant change as determined via review of the significant change MDS assessment or the face to face care monitoring visit by EIM and information provided by MDT participants and indication that changes will impact on medical eligibility determination in their condition. The Provider and the Department are responsible for notifying each other of withdrawals or continuances in the hearing process.
- S. Submitting daily completed eligibility, Program Outcome determinations to the Department, in order to allow the Department to complete data entry and ensure timely payments to providers. For any MaineCare recipient, the eligibility determination must be submitted to the Department within three (3) days of the assessment date. The Provider must complete dissemination of ALL updates, conversions and revisions to consumers and providers within three (3) days of the referral request. Batch sheets listing the consumer's name, MaineCare number, outcome pages and assessment version when an update, conversion, or revision for all MaineCare will continue to be forwarded to BEAS on a daily basis. For late dissemination of the assessment outcomes, the Department agrees to reimburse the Contractor at 50% of the assessment, update, conversion or revision cost.
- T. Complying with policies and procedures appropriately, based on variations that occur depending on the date of the request, the location of the consumer at the time

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of the request, the payment source at the time of request, the type of assessment, whether MaineCare is the requested payer, the appropriate program, as well as the reason for the assessment.

- U. Submit to the Department an overview of the procedures and training manual for intake staff within 60 days of receiving the contract. The manual will be completed and submitted to the Department for review and approval.
- V. Shredding client records once they have been imaged and stored on CDs made available to BEAS at no additional cost.
- W. Use and distribute to consumers the Bureau of Elder and Adult Services' HIPAA Notice of Privacy Practices, designating the Provider as an agent of the DHS Bureau of Elder and Adult Services.
- X. The Provider will install, configure and maintain all hardware, software, and network infrastructure necessary for connecting Office desktops to the State of Maine WAN and running MeCare application. (BEAS will provide the contractor with necessary media for installing/updating required software, SecureIDs, and IPRS software.) This includes:

Laptops:

- Pentium 4 1.4 GIG 256 MB RAM; 2 GIG free disk space, Windows 2000 laptops (minimum)
- The most current version of MeCare, with required patches
- Oracle 9i
- Crystal Reports 8.5
- OC4J
- Internet Explorer 6.0 sp1
- HP portable printer
- 32x CD
- 56K Modem
- E-mail client

Workstations:

- Pentium 4 700 MHZ w/256 MB Ram; 2 GB free space, Windows 2000 (minimum)
- Crystal Reports 8.5
- Internet Explorer 6.0 sp1
- 32x CD
- Fast Ethernet 10/100 BASE Network Interface card
- Email client
- 17" screen minimum
- Networked laser printers

Assessing Services Agency  
REQUEST FOR PROPOSAL

Any software other than Outlook or a web based mail client must be approved by the Bureau prior to installing on equipment intended to run MeCare.

- Y. The Provider will troubleshoot and resolve any software problems related to the MeCare application other than the MeCare application itself (i.e. printer driver, Shiva/dial-up networking, e-mail, and operating system configuration problems).
- Z. The Provider will facilitate the replacement to the user of any failed hardware in a timely fashion. Any hardware purchased by the Provider provided to MeCare users must be capable of running the MeCare application. Any equipment or hardware purchased with agreement funds becomes the property of the Department. (Note that MeCare is not certified to run on all operating systems, versions of ODBC, etc.).
- AA. The Provider will act as the first point of contact during all hours of MeCare operation (6 am – 10 pm, seven days/week barring contractually agreed upon holidays) for triaging technical assistance requests. GHS will be responsible for correcting all hardware and software (see above) problems, and will refer any problems related specifically to the MeCare application itself, or connectivity (Shiva problems not related to software configuration) to BEAS for resolution.
- BB. The Provider will ensure that all MeCare users are familiar with the use and care of their equipment/software, and understand that the use of this equipment is for the performance of their job only, and that any other use will be on an incidental nature. No software shall be installed which interferes with the successful operation of the MeCare application.
- CC. The Provider will cooperate with BEAS on efforts to solicit feedback from customers on ways to improve the assessment process.
- DD. The Provider will jointly establish priorities with BEAS for the training funds to be provided by the BEAS.

Assessing Services Agency  
REQUEST FOR PROPOSAL

Section 5.0.3 Performance Requirements and Measures

Reassessment must be requested by EIM or the Department for consumers served by programs administered by EIM. The Department will require that EIM refer reassessments to the Contractor at least twenty-one (21) calendar days prior to reassessment date. The Provider will complete assessments and reassessments within the time requirements specified in the Table below and to specific policies, procedures, financial eligibility and criteria determined and agreed to between the Department and the Provider:

<b>TABLE 2: TIMEFRAMES FOR ASSESSMENTS</b>
<b>Nursing Facility (NF) applicants</b> , regardless of payment source; within five (5) calendar days of referral, or as applicable to terms within this contract, except when the conversion, financial eligibility or reassessment date needs to be considered. Compliance with applicable policies and procedures is required. NF determinations, including updated advisory and/or converted assessments, must be received by the Department no later than three (3) calendar days after the assessment date.
<b>Hospital residents</b> requesting access to long term care services including admission to nursing facilities; within 24 hours of referral or denial of acute care (if the referral is made in advance of denial of acute care) , or as applicable to terms within this contract. The eligibility determination must be received by the Department no later than three (3) calendar days from the date of the assessment, exception for the need for a Level II screening will be accepted as an allowed barrier code.
<b>MaineCare Home and Community Benefits for the Elder &amp; Adults with Disabilities</b> ; five (5) calendar days of referral, or as applicable to terms within this contract. The completed MED form and other required documentation will be received by EIM no later than three (3) calendar days from the assessment date. The eligibility determinations must be received by the Department no later than three (3) days after the assessment date, or as applicable to terms within this contract.
<b>Long term care advisory assessments.</b> Any consumer who requests an assessment for long term care services may be assessed following the pre-assessment screen of the referral. Funds are limited for this category of assessment. In order to comply with the State statute a pre-admission LTC advisory assessment must be completed on every consumer admitted to a nursing facility prior to admission when a NF bed is available, except when transferred from a hospital to SNF level of care under Medicare or other third party payor. For consumers requesting an assessment for information on long-term care options, a telephone prescreen will be completed to determine whether or not a face-to-face assessment needs to be done. Based on the MED form, the consumer receives information regarding whether or not nursing facility level of care is necessary. The assessment outcome is valid for thirty days (30) from the assessment date. An advisory plan of care for community based services is provided to the consumer.
<b>Reassessments for MaineCare Home and Community Based Benefits for Elders and Adult with Disabilities</b> , completed and received by EIM, by the reassessment date or no later than three (3) calendar days from the actual reassessment date, or as applicable to terms within this contract. The eligibility determinations must be received by the Department no later than three (3) calendar days after the assessment date. Denial of eligibility must be faxed to EIM and the Department within 24 hours of the determination, except as stated in Section III.G.

Assessing Services Agency  
REQUEST FOR PROPOSAL

<b>Home Based Care for adults</b> age 18 and older; within five (5) calendar days of referral, or as applicable to terms within this contract. Complete MED form received by EIM no later than three (3) calendar days after the assessment date, or as applicable to terms within this contract.
<b>Home Based Care reassessments for adults age 18 and older</b> , completed by the reassessment date and received by EIM no later than the reassessment date. When the reassessment is completed prior to the reassessment date, EIM must receive the completed MED form no later than three (3) calendar days from the date the actual reassessment was completed. Denial of eligibility must be faxed to EIM within 24 hours of the determination, except as stated in Section III.G.
<b>Private Duty Nursing/Personal Care Services (PDN/PCS) assessments</b> must be completed within five (5) calendar days of the referral, or as applicable to terms within this contract, and received by EIM within three (3) calendar days of the assessment date. The Department must receive the outcome page within three (3) calendar days of the assessment date. Denials of eligibility must also be received by BEAS within 24 hours of the eligibility determination, except s stated in Section III, G.
<b>Private Duty Nursing/Personal Care Services (PDN/PCS) reassessments</b> must be completed within five (5) calendar days of the referral for reassessment, or as applicable to terms within this contract. The completed MED form must be received by EIM within three (3) calendar days of the reassessment date. The Department must receive the outcome page within three (3) calendar days of the reassessment date. Denial of eligibility must be received by the provider agency and BEAS within 24 hours of the determination, except as stated in Section III.G.
<b>MaineCare Home Health prior authorization assessments</b> must be completed within five (5) calendar days of the referral for assessment, or as applicable to terms within this contract. The completed MED form must be received by home health provider within three (3) calendar days of the assessment date. The eligibility end dates need to coordinate with the end of the certification period dates. The Department must receive the outcome page within three (3) calendar days of the assessment date. Denial of eligibility must be received by the provider agency and BEAS within 24 hours of the determination, except as in Section III.G.
<b>MaineCare Home Health prior authorization reassessments</b> must be completed within five (5) calendar days of the referral for reassessment, or as applicable to terms within this contract. The eligibility end dates need to coordinate with the end of the certification period dates. The completed MED form must be received by the home health provider within three (3) calendar days of the assessment date. The Department must receive the outcome page within three (3) calendar days of the assessment date. Denial of eligibility must be received by the provider agency and BEAS within 24 hours of the determination, except as in Section III.G.

The following performance measures are established for this contract:

- A. Eligibility determination decisions for all programs shall be rendered within the time frames established by policy and this contract, including those completed by the last date of coverage by other third party payers or self-pay coverage.
- B. Recommended care plans are consistent with the needs of the consumers and their financial and/or functional eligibility and the relevant policy parameters (i.e. EW or ADW or PDN annual caps and limits for services, aggregate average for HBC).

Assessing Services Agency  
REQUEST FOR PROPOSAL

- C. 10% of consumers who are eligible for nursing facility services choose home or residential care long term care services.
- D. Eligibility decisions are transmitted to the Department on a working day basis and within three (3) days of the assessment date.
- E. Eligibility decisions are upheld upon hearing by the Administrative Hearings Unit at a rate of at least 90%.
- F. Compliance with requirements pertaining to notice of eligibility and appeal rights, completion of Fair Hearing reports in the required time (10 days from notification by the Department that an appeal has been received), where applicable.
- G. Qualified assessors and intake/pre-assessment screen personnel are used for all consumers.
- H. Consumer, EIM, nursing facility and other applicable providers received complete MED form, release of information, choice letter, and consumer oriented plan of care packet information. The assessments/reassessment packet includes but is not limited to a complete MED form, determination of estimated consumer copay, release of information, choice letter, eligibility notification letters, consumer oriented plan of care, correct appeal and hearing rights, correct calculations for the type, levels, frequency and units of services including but not limited to required RN and care management monitoring, clear indication of whether the consumer received information regarding the termination of specific service categories and any other required and pertinent information regarding the consumer's care.



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REQUEST FOR PROPOSAL

Section 5.0.4 Other Provider Provisions

- A. Computer Down Time: An extra day will be allowed when MeCare is down, due to causes beyond the Provider control, for a minimum of three hours during normal business hours Monday to Thursday and two hours during normal business hours on Fridays. Approval of payment where this occurs will have to be calculated manually. Verification of the computer down time (date, begin and end times) must be documented by the Provider and reported to BEAS as part of the bill for that month.
- B. Computer Releases: BEAS agrees to adjustment in the timeline when assessors must travel to a common location for installation of a new release.
- C. Holidays: BEAS will allow the Provider the following holidays: New Year's Day, Martin Luther King, President's day, Patriot's Day, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. The Provider will be allowed an extra day when the holiday falls within the five days prior to the day an assessment is due. The Provider will provide coverage to perform hospital, emergency home assessments and Medicare to MaineCare assessments during these holidays. Approval of payment where this occurs will have to be calculated manually.
- D. Training: BEAS will reimburse expenses for training sponsored by BEAS, including expenses related to installation of MeCare releases. BEAS also will extend assessment timeframes for assessments due on the date of a scheduled training. BEAS anticipates scheduling quarterly training for assessors and for central office staff. BEAS will design and schedule training in consultation with the project's clinical director.
- E. HBC Program Care Plan Cost Containment: The Home Based Care Program is a State funded program and funds are limited by the amount of the annual appropriation. In order to assure that funds are available to meet the needs of as many consumers as possible, the Provider must maintain monthly authorized careplan costs within the maximum allowances established by the Department for each level of HBC. The aggregated averages for FY04 are: Level \$667, Level II, \$819, Level III, \$1,122 and Level IV, \$2,402 including the home care coordination administrative (HCCA) fee. Assessors are expected to meet the consumer's needs by authorizing a cost effective care plan that maximizes and considers use of informal supports and the standard task time allowance.
- F. Referrals received prior to 4:00 p.m. on any business day will be entered with a referral date of that business day. Time required for intake to follow-up with the consumer, family member, guardian or referral source does not alter the referral date. In order to change the referral date there must be documentation of at least three attempts daily within two working days of unsuccessful contact with the consumer, family, guardian or referral source. In cases where the referral is incomplete according to Department parameters, the referral date will be considered the date the completed referral is received. An incomplete referral is defined as a referral where required documents and supporting paperwork have not been received by the ASA with the referral.

Assessing Services Agency  
REQUEST FOR PROPOSAL

- G. Referrals received from the Bureau of Family Independence after 4:00 p.m. on Friday, will be entered on Monday morning, as the first working day or referral date. The start eligibility date, when MaineCare eligibility determined, will be the date that referral from BFI was received according to routine procedure.

Section 5.0.5 Payments to Contractor

The Department will:

- A. Reserve the right to make reasonable modifications to policies and procedures without changing the scope of work. However, the Department agrees to provide timely written notice to the Provider of any changes in policy or procedures that govern performance under this contract. Wherever possible, the Department will provide fifteen (15) days advance written notice, unless to do so would result in non-compliance with policy. BEAS may request immediate change if situations are identified where the Provider is not in compliance with policy, procedure or contract parameters. The Department may also request an immediate change if the Department finds that current policy or procedure are out of compliance with state or federal requirements. Immediate changes may also be requested when the Department determines that to do so is in the best interest of consumers. When changes in the MED form or policy occur, and the Department cannot provide fifteen (15) days notice, the Department will disseminate the information and provide the applicable training to assessors.
- B. Provide funding for required changes in the scope of work that result in additional cost to the Provider. However, the Provider must demonstrate to the Department's satisfaction the financial impact of the change.
- C. Receive all requests for appeals under this contract. The Department is responsible for notifying the Providers of the date and time of AHU hearings.
- D. Be responsible for the development and printing of consumer education materials, including, but not limited to, the consumer notification of eligibility letters, the choice letter, the release of information, the resource directory and information about home and community based services. The Department will be responsible for distribution of this material to the nurse assessors. The Department will be responsible for the printing of educational materials that the Contractor will distribute to consumers or their responsible party on completion of the pre-assessment screen.
- E. Develop and provide, directly or through a subcontract, training for assessors and intake/pre-screening staff regarding compliance with applicable rules and procedures and MeCare, to assure that contract staff have the knowledge and skills necessary to complete assessments effectively and to recommend care plans that maximize rehabilitative potential, promote maximum personal independence and make effective use of resources. The Provider will collaborate with the Bureau in these efforts, and will document when training is provided as well as the contents of training to assure consistency with Department policies. Resource materials used in training must be approved by the BEAS.

Assessing Services Agency  
REQUEST FOR PROPOSAL

- F. Use MeCare to monitor individual assessor and intake/pre-screening staff performance under this contract. The Department will:
1. Analyze data from completed MeCare assessments by assessors and intake/pre-screening staff, and crosscheck consumer circumstances with assessment outcomes and care plan recommendations to identify any patterns or inconsistencies.
  2. Analyze the accuracy of care plan authorizations. Make on-site and home visits, and conduct other monitoring activities, and report these findings to the Provider periodically as findings are available.

**APPENDIX A**  
**Sample Contract**  
**(including cost schedules/forms)**



State of Maine  
Department of Human Services  
Bureau of Elder and Adult Services

New Agreement #: \_\_\_\_\_  
Replaces #: \_\_\_\_\_  
Copy #: \_\_\_\_\_

**Standard Agreement Summary Page**

Agency Name: \_\_\_\_\_ Project Name and Address (if different) \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Employer ID#: \_\_\_\_\_ Agency FY: \_\_\_\_\_ to \_\_\_\_\_

**Agreement Period**

**Type of Agreement**  
(Check one)

**Organization**  
(Check one)

Effective Date:

Termination Date:

Amended Effective Date:

Amended Termination Date:

\_\_\_\_ New  
\_\_\_\_ Renewal  
\_\_\_\_ Amendment  
\_\_\_\_ Supplement Budget  
\_\_\_\_ Revision

\_\_\_\_ Non-Profit  
\_\_\_\_ For Profit  
\_\_\_\_ Government  
\_\_\_\_ Other (specify):

Method of Accounting: \_\_\_\_\_ Cash

\_\_\_\_ Accrual

\_\_\_\_ Subject to MAAP

Amount (\$)	Appropriation/Activity Number	CFDA#
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total:		

Continued on next page

Encumbrance #: \_\_\_\_\_ Encumbrance #: \_\_\_\_\_

**STATE OF MAINE  
DEPARTMENT OF HUMAN SERVICES  
Agreement to Purchase Services**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is by and between the State of Maine, Department of Human Services, Bureau of Elder and Adult Services, hereinafter called "Department," and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter called "Provider," for the period of \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_.

The Employer Identification Number of the Provider is: \_\_\_\_\_

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and, in consultation with the Department, perform the services, study or projects described in Rider A, and under the terms within this Agreement. The following Riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Services to be Provided  
Rider B - Method of Payment and Other Provisions  
Rider C - Exceptions to Rider B  
Rider D - DHS Additional Provisions

IN WITNESS WHEREOF, the Department and the Provider, by their duly authorized representatives, have executed this agreement in 1 original and 4 copies as of the day and year first above written.

**DEPARTMENT OF HUMAN SERVICES**

By: \_\_\_\_\_  
John R. Nicholas, Deputy Commissioner

and

**PROVIDER:**

By: \_\_\_\_\_  
Authorized Signature, Provider Representative

\_\_\_\_\_  
Typed Name & Title, Provider Representative

**Total Agreement Amount:** \_\_\_\_\_

\_\_\_\_\_  
State Controller

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee

STATE OF MAINE  
DEPARTMENT OF HUMAN SERVICES  
BUREAU OF ELDER AND ADULT SERVICES

CERTIFICATION OF AUTHORIZATION

*(Use only for new agreements or when authorized persons change.)*

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that

and/or

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

and/or

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

of this organization be authorized to execute agreements in the name of and on behalf of said organization. It was further VOTED that

and/or

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

and/or

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

be authorized to submit requests for payments on behalf of this organization. Such execution of any agreement or obligation in this organization's name shall be valid and binding upon this organization.

ATTEST: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

This form must be signed by the President or Secretary of the Board.

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## **Rider A-Specifications Of Services To Be Provided**

### **I. Agreement Summary**

Funds are provided under this Agreement for the provision of \_\_\_\_\_. The level of funding and service delivery requirements for each service category are detailed in Section III of this Rider. The sources of funds and compliance requirements for this Agreement follow. (Amounts by funding source are provided in Rider A, III., A. Agreement Amount Summary.)

#### **A. State General Fund \$ \_\_\_\_\_**

\_\_\_\_\_ Priority Social Services Program, 22 MRSA Chapters 1501 and 1503, Department of Human Services, Bureau of Elder and Adult Services.

\_\_\_\_\_ Title 22, MRSA, Chapter 1453, Section 5105 et seq.: State Administrative Funds (PAC), Department of Human Services, Bureau of Elder and Adult Services.

\_\_\_\_\_ In-Home and Community Support Services for Adults with Long Term Care Needs, 22 MRSA, Subtitle 5, Chapters 1621-1625, Department of Human Services, Bureau of Elder and Adult Services.

\_\_\_\_\_ Assisted Housing Programs, 22 MRSA, Chapter 1664.

\_\_\_\_\_ Public Law \_\_, Chapter \_\_, an Act Making Unified Appropriations and Allocations for the Expenditures of State Government, General Fund and Other Funds, and Changing Certain Provisions of the Law Necessary to the Proper Operations of State Government for the Fiscal Years Ending June 30, \_\_\_\_, and June 30, \_\_\_\_.

\_\_\_\_\_ Public Law \_\_, Chapter \_\_, an Act to Make Supplemental Appropriations and Allocations for the Expenditures of State Government and Changes to Certain Provisions of the Law Necessary to the Proper Operations of State Government for Fiscal Years Ending June 30, \_\_\_\_, and June 30, \_\_\_\_.

\_\_\_\_\_ Other: (List name of Act, title, and agency.)

\_\_\_\_\_ Other: (List name of Act, title, and agency.)



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**Rider A**

**I. Agreement Summary (continued)**

**B. Federal Funds \$ \_\_\_\_\_**

- \_\_\_\_\_ Older Americans Act of 1965, and any amendments thereto, Department of Health and Human Services, Administration on Aging,  
Title III, Part: \_\_\_\_\_ Title V, SCSEP (17.235)  
\_\_\_\_\_ B (93.044) \_\_\_\_\_ D (93.043) \_\_\_\_\_ Title VII, Elder Abuse (93.041)  
\_\_\_\_\_ C (93.045) \_\_\_\_\_ E (93.052) \_\_\_\_\_ Title VII, Ombudsman (93.042)
- \_\_\_\_\_ Omnibus Budget Reconciliation Act of 1981, Title XX Block Grant to States for Social Services, Department of Health and Human Services, Administration on Children, Youth, and Families. (93.667)
- \_\_\_\_\_ Public Health Services Act (as amended by Public Law 101-557 and Alzheimer's Disease Amendments), Sections 398, 399, and 399A; the Alzheimer's Demonstration Grant Program, Department of Health and Human Services, Health Care Finance Administration. (93.951)
- \_\_\_\_\_ Health Insurance Counseling, Section 4360 Omnibus Budget Reconciliation Act (OBRA) of 1990, Public Law 101-508, Department of Health and Human Services, Health Care Finance Administration. (93.779)
- \_\_\_\_\_ Senior Medicare Patrol Project, Omnibus Consolidated Appropriation Act of 1999, Public Law 105-277, Department of Health and Human Services, Health Care Finance Administration. (93.048)
- \_\_\_\_\_ Area Agencies on Aging only: Nutrition Services Incentives Program (NSIP) funds received through Bureau reimbursement; however, the NSIP funds are not part of the above contract amount. Older Americans Act as Amended 1987, Title III, Part A, Section 311; USDA/NSIP cash payments in lieu of donated foods, Department of Health and Human Services, Administration on Aging. (93.053)
- \_\_\_\_\_ Other: (List name of Act, title, agency, and catalogue #.)
- \_\_\_\_\_ Other: (List name of Act, title, agency, and catalogue #.)

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**Rider A**

**I. Agreement Summary (continued)**

**C. Applicable Guidelines and Restrictions**

Use of above State and Federal funds will be in accordance with the appropriate guidelines checked below and with the terms of this Agreement. In addition, use of Federal funds will be in accordance with restrictions contained in the appropriate CFDA and with applicable Federal OMB Circulars.

1. \_\_\_\_\_ 45 Code of Federal Regulations, Chapter XVIII, Subchapter C, Part 1321. Department of Health and Human Services, Office of Human Development Services; Grants for State and Community Programs on Aging and any amendments thereto. (Regulations for the Older Americans Act).
2. \_\_\_\_\_ 45 Code of Federal Regulations, Part 74, Administration of Grants and any amendments thereto.
3. \_\_\_\_\_ 20 Code of Federal Regulations, Part 641, and 29 Code of Federal Regulations, Part 89, Senior Community Service Employment Program, May 17, 1995, and any amendments thereto. Department of Labor, Employment and Training Administration.
4. \_\_\_\_\_ Department of Human Services, Bureau of Elder and Adult Services Policy Manual, January 2, 2001, and any amendments thereto.
5. \_\_\_\_\_ Bureau of Maine's Elderly Fiscal Policy Manual, as revised, 1980, and any amendments thereto.
6. \_\_\_\_\_ Community Services Center, Purchase of Service Policy Manual
7. \_\_\_\_\_ Maine Medical Assistance Manual, and any amendments thereto. (Maine Medicaid Program Regulations.)
8.   X   Maine Uniform Accounting and Auditing Practices Act for Community Agencies (MAAP), 12/28/96, and any amendments thereto. (5 MRSA Chapter 148-C, Section 1660)
9. \_\_\_\_\_ Other:

Rider A  
II. Reporting Requirements

The Provider agrees to submit the types of reports checked below, to be submitted as frequently as indicated. Provider understands that such reports are due at the Department (submitted directly to BEAS) within 25 days after the end of each specified time period, and that subsequent payment installments will not be made until such reports are received and reviewed. Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator.

	Mthly.	Qtrly.	Six Month	Annual
<input type="checkbox"/> <b>Program reports</b> , that include an unduplicated count of people served by program, and the types and amounts of services provided and/or purchased, as described in Section III, Service Specifications/Performance Guidelines. Unduplicated counts are <b>not</b> required for the following services(s) _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Performance reports</b> , describing the progress in achieving the agreement goals, indicators, strategies, and measures, including any applicable data, for the services listed below. _____ _____ _____ _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Narrative reports</b> , addressing the points specified below. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Income and expense reports</b> , based on accrual accounting, reflecting accounts payable and receivable, for every program listed on Rider A, III G. Summary Cost Form-Schedule A-Income and Expenses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Other</b> , _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Agency:  
Agreement Dates:

Page \_\_ of \_\_

## Rider A

### III. Service Specifications/Performance Guidelines

*The agreement amount includes only the funds checked off below provided by the Department (BEAS) through this agreement.*

#### A. Agreement Amount Summary

<u>Funding Source</u>	<u>Agreement Amount</u>
<b>State:</b>	
_____ APS; HBC (Adult Protective Service; Home Based Care)	\$ _____
_____ APS; Regional	\$ _____
_____ APS; Special Revenue	\$ _____
_____ Alzheimer's Adult Day Care	\$ _____
_____ Alzheimer's Respite	\$ _____
_____ HBC (Home Based Care)	\$ _____
_____ HBC Outreach	\$ _____
_____ Homemaker; BEAS	\$ _____
_____ Independent Housing/Assisted Living	\$ _____
_____ PAC (BEAS State Administrative Funds)	\$ _____
_____ PSSP (Priority Social Services Program)	\$ _____
_____ Volunteer Services	\$ _____
_____ Other:	\$ _____
_____ Other:	\$ _____
<b>State Subtotal:</b>	\$ _____
<b>Federal:</b>	
_____ Alzheimer's Demonstration Grant	\$ _____
_____ Health Insurance Counseling	\$ _____
_____ Older Americans Act, Title III Part:	
_____ B	\$ _____
_____ C	\$ _____
_____ D	\$ _____
_____ E	\$ _____
_____ Older Americans Act, Title V, SCSEP (Senior Community Service Employment Program)	\$ _____
_____ Older Americans Act, Title VII, Chapter _____	\$ _____
_____ Senior Medicare Patrol Project	\$ _____
_____ Title XX Block Grant to States for Social Services (SSBG)	\$ _____
_____ Other:	\$ _____
_____ Other:	\$ _____
<b>Federal Subtotal:</b>	\$ _____
<b>Total Agreement Amount:</b> (sum of State & Federal subtotals):	\$ _____

Agency:  
Agreement Dates:

Page \_\_ of \_\_

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**Rider A**

**III. Service Specifications/Performance Guidelines**

**B. Description of Services**

Listed below are the services to be provided through this agreement.

Program/Service: \_\_\_\_\_

Definition:

Program/Service: \_\_\_\_\_

Definition:

Program/Service: \_\_\_\_\_

Definition:

**BEAS contracts do not have target groups or service codes.**

Agency:  
Agreement Dates:

Page \_\_ of \_\_

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**Rider A**

**III. Service Specifications/Performance Guidelines (continued)**

**C. Performance Goals, Indicators, Strategies, and Measures**

*For each program or service, list the approved goal and related indicators, and provide strategies as well as measures for each indicator. (include at least one strategy, and one to three measures, per indicator)*

**Program/Service Area:** \_\_\_\_\_

Agency:

Agreement Dates:

Page \_\_ of \_\_

## Rider A

### III. Service Specifications/Performance Guidelines (continued)

### D. Amount Of Services To Be Provided

The following services will be provided directly or through subagreement.

(Provide service information for each program component.)

[illegible]

\*If the services/units are provided through a subagreement, or if the total of the units times the unit cost is less than the cost of service, include the additional cost in this column.

**Rider A**

**III. Service Specifications/Performance Guidelines (continued)**

**E. Payment Schedule and Agreement Settlement**

**Payment Schedule**

Subject to the availability of funds and the other terms of this agreement, payments will be made to the provider on the basis and frequency indicated below, up to the amount of the agreement price (Section I. Agreement Summary, Items A & B, of this rider). Full payments may be withheld if the provider does not meet the reporting requirements outlined in Section II, Reporting Requirements, of this rider.

*Type of Payment: (check appropriate type)*

*For: (check appropriate response)*

- \_\_\_\_\_ 1. Payments will be made in monthly installments, upon receipt of invoices, to reimburse the provider for BEAS share of allowable monthly expenses. Payments may be adjusted for unspent balances of federal funds, as allowable, from the prior agreement or for unspent balances of BEAS funds from the prior month(s).

- \_\_\_\_\_ All agreement funds  
\_\_\_\_\_ All agreement funds, except the following:  
\_\_\_\_\_ The following funding sources only:

- \_\_\_\_\_ 2. Payments for the funding sources listed to the right will be reimbursed monthly upon receipt of an invoice and a report of agreement services provided to eligible consumers, at the approved reimbursement rate. The provider will submit invoices as frequently as indicated to the right:

- \_\_\_\_\_ All agreement funds  
**OR**  
\_\_\_\_\_ The following funding sources only:



**Rider A**

**III. Service Specifications/Performance Guidelines**

**E. Payment Schedule and Agreement Settlement (continued)**

**Agreement Settlement.**

This agreement will be settled on the basis indicated below, up to the amount of the agreement price (Rider B. 1.).

<i>Type of Settlement:</i>	<i>For all agreement funds:</i>	<i>For the following sources only:</i>
____ 1. <b>Cost Sharing</b> ; for and in accordance with actual allowable cost. Any surplus will be divided among the cost sharing funding sources, based on each source's percentage of the available funds committed to the agreement. (Area Agencies on Aging must also comply with Rider A, III F 4, Program Components Settlement.)	____	
____ 2. <b>Unit Cost</b> ; for reported, agreement services actually provided to eligible consumers, at the approved reimbursement rate. Reports must be acceptable to the Bureau before payment will be made. (Rider A, Section II. Reporting Requirements)	____	
____ 3. <b>Fee for Service</b> ;	____	
____ 4. <b>Line Item Expense</b> ;	____	

**Rider A**

**III. Service Specifications/Performance Guidelines (continued)**

**F. Bureau of Elder and Adult Services (BEAS) Additional Requirements**

The following are additional BEAS program requirements:

1. **Services to AMHI Consent Decree Class Members.** The Provider agrees to serve class members of the AMHI Consent Decree who are eligible for the services purchased through this agreement. The Provider further agrees to collect data and maintain client records, and to comply with all applicable provisions of the AMHI Consent Decree.
2. **SCSEP Requirements.** (only for providers receiving SCSEP funds)
  - (a) **Administrative Restriction.** SCSEP funds will be provided on a reimbursement basis. Also, SCSEP funds may not be used to reimburse administrative or supervisory costs incurred in the operation of the SCSEP, but such costs may be included as part of the provider's local match.
  - (b) **Maintenance of Effort.** The Provider guarantees maintenance of effort. SCSEP enrollees cannot perform work that causes displacement of provider or host site employees or reduces their hours of non-overtime work, wages, or employment benefits. SCSEP enrollees cannot perform work that impairs existing contracts for service or results in the substitution of federal (BEAS SCSEP) funds for other funds in connection with work that would otherwise be performed.
3. **Independent Housing/Assisted Living Subagreements.** The amount paid to subcontractors for services supported in part or wholly by BEAS funds will not exceed the rates paid by BEAS or MaineCare for comparable in-home services. Information about rates can be obtained from BEAS.
4. **Other;\_\_\_\_\_.**
5. **Other;\_\_\_\_\_.**
6. **Other;\_\_\_\_\_.**

**Rider A**

**III. Service Specifications/Performance Guidelines (continued)**

**G. Cost Schedules**

The provider has submitted a budget for the services described herein which is approved by the Agreement Administrator as the budget for services contracted. Said cost schedules and budget are hereby incorporated in this Agreement and made part of it by reference. The Provider agrees to commit the level of agency funds specified in the cost schedules to the provision of services contracted by this Agreement. The Provider agrees to comply with all State and Federal regulations applicable to the conduct of its services, including regulations and agreement administration principles promulgated by the Department. Any material modification to the approved cost schedules or budget that increase or decrease the Agreement amount set forth at Rider B. 1. will not be paid under this Agreement without the prior written consent of the Agreement Administrator and approval of an amendment by the State Purchases Review Committee.

Agency:  
Agreement Dates:

Page \_\_ of \_\_

**Rider A**

**III. G. Summary Cost Form – Schedule A - Income**

*(If this agreement is funding more than one service or program, list income for each separately.)*

Federal Funding Sources	Prior Budget	Proposed/ Current Budget	Srvc./Prg. Name:	Srvc./Prg. Name:	Srvc./Prg. Name:	Srvc./Prg. Name:
a.						
b.						
c.						
d.						
e.						
f.						
g.						
h.						
i.						
<b>1. Total Federal Funds</b>						
State & Municipal Sources						
a.						
b.						
c.						
d.						
e.						
f.						
g.						
<b>2. Total State/Mun. Funds</b>						
Private Funding Sources						
a.						
b.						
c.						
d.						
<b>3. Total Private Funds</b>						
Program Income						
a.						
b.						
c.						
<b>4. Total Program Income</b>						
In-Kind						
a.						
b.						
c.						
<b>5. Total In-Kind</b>						
<b>TOTAL INCOME</b> <b>(Sum of 1 - 5)</b>						

Agency:  
Agreement Dates:

Page \_\_ of \_\_

---

**Rider A**

**III. G. Summary Cost Form – Schedule A - Description And Calculation Of In-Kind Resources**

---

Amount of in-kind resource provided: \$\_\_\_\_\_

Describe the in-kind resource(s) and explain how its value was calculated:

If in-kind resource is being used to match other funds, list the name/source and amounts of funds being matched:

Name/source: \_\_\_\_\_ Amount: \$\_\_\_\_\_

---

Amount of in-kind resource provided: \$\_\_\_\_\_

Describe the in-kind resource(s) and explain how its value was calculated:

If in-kind resource is being used to match other funds, list the name/source and amounts of funds being matched:

Name/source: \_\_\_\_\_ Amount: \$\_\_\_\_\_

---

Amount of in-kind resource provided: \$\_\_\_\_\_

Describe the in-kind resource(s) and explain how its value was calculated:

If in-kind resource is being used to match other funds, list the name/source and amounts of funds being matched:

Name/source: \_\_\_\_\_ Amount: \$\_\_\_\_\_

---

Amount of in-kind resource provided: \$\_\_\_\_\_

Describe the in-kind resource(s) and explain how its value was calculated:

If in-kind resource is being used to match other funds, list the name/source and amounts of funds being matched:

Name/source: \_\_\_\_\_ Amount: \$\_\_\_\_\_

---

Agency:

Page \_\_\_ of \_\_\_

Agreement Dates:

**Rider A**

**III. G. Summary Cost Form – Schedule A - Expenses**

*(If this agreement is funding more than one service or program, list expenses for each separately.)*

	Prior Budget	Proposed/ Current Budget	Srvc./Prg. Name: _____	Srvc./Prg. Name: _____	Srvc./Prg. Name: _____	Srvc./Prg. Name: _____
<b>PERSONNEL COSTS</b>						
1. Salaries and Wages						
2. Fringe Benefits						
3. Consultant Fees						
<b>4. Total Personnel Costs</b>						
<b>EQUIPMENT</b>						
5. Purchase						
6. Rental						
7. Repairs						
8. Depreciation						
<b>9. Total Equipment Costs</b>						
<b>SUB-AGREEMENTS</b>						
<b>10. Total Sub-agreements</b>						
<b>ALL OTHER COSTS</b>						
11. Rent						
12. Utilities						
13. Heat						
14. Maintenance						
15. Telephone						
16. Food						
17. Materials & Supplies						
18. Staff Travel						
19. Other Travel						
20. Bonding & Insurance						
21. Other:						
22. Other:						
23. Other:						
<b>24. Total All Other Costs</b>						
<b>25. TOTAL DIRECT COST (SUM OF 4, 9, 10, 24)</b>						
<b>26. ADMIN./INDIRECT ALLOCATION</b>						
<b>27. TOTAL COSTS (Sum of 25 &amp; 26)</b>						

Page \_\_\_\_ of \_\_\_\_

### **III. G. Schedule B - Personnel Costs**

[illegible]

<b>1. Total Salary Costs</b>						
<b>Fringe Benefits:</b>						
FICA						
Unemployment Tax						
Health Insurance						
Worker's Comp.						
Private Pensions						
<b>2. Total Fringe Benefits</b>						
<b>Consultants:</b>						
<b>3. Total Consultants</b>						
<b>4. TOTAL PERSONNEL COSTS</b>						

Agreement Dates:

### III. G. Schedule B - Allocation of Administrative/Indirect Costs

(Use this form only if so instructed by the Department.)

[illegible]



Agency:  
Agreement Dates:

Page \_\_ of \_\_

**Rider A**

**III. G. Schedule C - Equipment Line Item**

Description	Equipment #	Per Unit Cost	No. of Items	Total Cost
<u>PURCHASE</u>				
<u>RENTAL</u>				
<u>REPAIRS</u>				

**DEPRECIATION**

Description	Equipment #	Mo./Yr. Purchase	Useful Life	Cost	No. of Items	Annual Deprec.

**TOTAL EQUIPMENT COST:** \_\_\_\_\_

### III. G. Schedule C - Summary of Subagreements

Page \_\_\_\_ of \_\_\_\_

Agency & Address	Service(s)	No. Units	Unit Cost	Total Amount	Subagreement Period	Final Settlement Basis*

*\*Final Settlement Basis: Please specify whether the final settlement will be based on “Unit Cost” or “Cost”.*

---

**Rider A**

**III. G. Schedule D - Justification Form**

*Note: The budget justification forms provide the detail for the expenses listed on the Rider A, III. G. Summary Cost Form – Schedule A - Expenses page, beginning with line #11, and Rider A III. G. Schedule B - Allocation of Administrative/Indirect Costs, if used.*

*(If this agreement is funding more than one service or program, list details for each separately.)*

---

**11. Rent: List rent cost by location.**

Program	Location	Sq.Ft.	Landlord	Cost
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Costs: \_\_\_\_\_

---

**12. Utilities:** Describe briefly the utilities included in this budget, what space (location) they serve, and the basis for projecting costs.

Total Costs: \_\_\_\_\_

---

**13. Heat:** Describe briefly the space (location) served by this item and the basis for projecting costs.

Total Costs: \_\_\_\_\_

---

**14. Maintenance:** Describe briefly the maintenance items included in this cost, the location served, and the basis for projecting costs.

Agency:  
Agreement Dates:

Page \_\_ of \_\_

Total Costs: \_\_\_\_\_

---

**Rider A**

**III. G. Schedule D - Justification Form (continued)**

*(If this agreement is funding more than one service or program, list details for each separately.)*

---

15. Telephone: Describe briefly the basis for projecting costs.

Total Costs: \_\_\_\_\_

---

16. Food: Describe briefly the basis for projecting costs.

Total Costs: \_\_\_\_\_

---

17. Materials & Supplies: Describe briefly the basis for projecting costs.

Total Costs: \_\_\_\_\_

---

18. Staff Travel: **Identify the projected number miles of travel, rate of reimbursement, and meals and lodging costs if included in this line.**

*If provider's rate of reimbursement is higher than the State's rate, provider must have other non-agreement funds to pay the difference.*

Total Costs: \_\_\_\_\_

---

Agency:  
Agreement Dates:

Page \_\_ of \_\_

---

**Rider A**

**III. G. Schedule D - Justification Form (continued)**

*(If this agreement is funding more than one service or program, list details for each separately.)*

---

19. Other Travel: **Identify the projected number of miles of travel, rate of reimbursement, and meals and lodging costs if included in this line.**

*If provider's rate of reimbursement is higher than the State's rate, provider must have other non-agreement funds to pay the difference.*

Total Costs: \_\_\_\_\_

---

20. Bonding & Insurance: Describe briefly and list the type and extent of coverage.

Total Costs: \_\_\_\_\_

---

21. Other:

Total Costs: \_\_\_\_\_

---

22. Other:

Total Costs: \_\_\_\_\_

---

23. Other:

Total Costs: \_\_\_\_\_

---

Agency:  
Agreement Dates:

Page \_\_ of \_\_

---

**Rider A**

**III. G. Schedule D - Justification Form – D (continued)**

*(If this agreement is funding more than one service or program, list details for each separately.)*

---

Lines 24 and 25 are not applicable on this form.

---

26. Admin./Indirect: (Please explain basis for the amount charged.)      Total Costs: \_\_\_\_\_

*(Complete this section only if so instructed by BEAS.)*

---

**Rider A**

**III. G. Schedule E - Maine Accounting and Auditing Procedures (MAAP) Requirements**

**1. MAAP Exceptions**

The following additional provisions or exceptions to OMB circulars are required by the Department of Human Services:

1. **Compensation for Personal Services.** Special incentive payments to employees are allowable to the extent that they have prior written approval of the DHS agreement administrator. Bonus payments and any after the fact payments to share in a program surplus are unallowable.
2. **Interest, Fund-raising, and Investment Management Costs.** Interest on short term cash flow loans are allowable to the extent they are related to the agreement. Interest expense cannot be charged to Federal funds. Short term is defined as one year or less. Proper written approval is necessary in all other circumstances.
3. **Travel Costs.** State of Maine Employee Travel Reimbursement Policy shall be followed. Additionally, DHS must give prior approval to out of state travel not originally approved in the DHS agreement.
4. **Bonding and Insurance.**
  - a. **Bonding:** The Provider shall obtain and maintain at all times during the agreement period a Fidelity bond covering the activities of all employees who handle Provider funds in the amount of 20% of their gross annual budget or the total amount of grant, whichever is less.
  - b. **Insurance:** Per the “State is held harmless” clause of the agreement, the Provider shall at all times during the agreement period, insure that there is in force liability insurance in the area covered by the DHS agreement. This insurance shall provide adequate liability coverage to protect both the Provider and the Department from injury or damage suits arising out of the performance of the agreement. Prior to or upon execution of the agreement, the Provider shall furnish the Department with written verification of the existence of such liability insurance coverage. In the event that any action, suit, or proceeding is brought against the Department on any matter herein indemnified against, the Department, as soon as practical, shall cause notice in writing thereof to be given to the Provider by certified mail addressed to the Provider’s address shown herein. The Provider shall also maintain adequate insurance during the grant period to protect capital equipment from fire or thefts.

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**Rider A**

**III. G. Schedule E - Maine Accounting and Auditing Procedures (MAAP) Requirements**

**2. Agreement Settlement Form (ASF) - Pro Forma**

*(Use only for agreements settled on allowable cost basis.)*

**Agreement Amount:** \_\_\_\_\_

**Part I**      Agreement Totals

		<u>Revenue</u>	<u>Expense</u>	<u>Balance</u>
1	Per Agreement Budget			
	<u>Agreement Adjustments</u>			
2				
3				
4				
5				
6				
7	Total Adjustments			
8	Totals Available for Cost Sharing			

**Part II**      Agreement Cost Sharing

	<u>Funding Source</u>	<u>Budget</u>	<u>Revenue</u>	<u>Expense</u>	<u>Balance</u>
9	Agreement #				
10	All Other				
11	Totals				

---

Notes to adjustments:

Line #2  
Line #3  
Line #4  
Line #5  
Line #6



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**Rider A**

**III. G. Schedule E - Maine Accounting and Auditing Procedures (MAAP) Requirements**

**3. Agreement Compliance**

This section identifies compliance requirements that must be considered in audits of agreements with the Department. Below is a summary of required compliance tests as well as sections within the agreement award relevant to such testing. Failure to comply with any of these areas could lead to material deficiencies.

\_\_\_ Review the Federal compliance requirements specific to the following CDA identifiers:

CFDA # _____	CFDA # _____	CFDA # _____	CFDA # _____
CFDA # _____	CFDA # _____	CFDA # _____	CFDA # _____
CFDA # _____	CFDA # _____	CFDA # _____	CFDA # _____

and review all the State compliance requirements (listed below) that apply to Federal funds.

\_\_\_ Review the State compliance requirements in applicable areas specified below:

**APPLICABLE**

- ☒ 1.) INTERNAL CONTROL (MAAP Appendix IV (1.) (A.))
- ☒ 2.) STANDARD ADMINISTRATIVE PRACTICES (MAAP Appendix IV (2.) (A.))
  - \_\_\_ A-110 \_\_\_ Common Rule
- ☒ 3.) ALLOWABLE COSTS/COST PRINCIPLES
  - \_\_\_ A-122 \_\_\_ A-87 \_\_\_ A-21
  - ☒ MAAP Appendix IV (3.) (A.) (B.)
  - ☒ Exceptions to OMB Circulars, Specific Detail in Rider A, III. G. Schedule E, 1. MAAP Exceptions
- ☒ 4.) BUDGET COMPLIANCE (MAAP Appendix IV (4.) (A.) (B.))
- ☒ 5.) TYPES OF SERVICE ALLOWED OR UNALLOWED
  - Specific Detail on Agreement Page(s) \_\_\_\_\_
- \_\_\_ 6.) ELIGIBILITY
  - Specific Detail on Agreement Page(s) \_\_\_\_\_
- \_\_\_ 7.) MATCHING REQUIREMENTS
  - Specific Detail on Agreement Page(s) \_\_\_\_\_
- ☒ 8.) REPORTING
  - Specific Detail on Agreement Page(s) \_\_\_\_\_
- \_\_\_ 9.) SUBRECIPIENT MONITORING
  - Specific Detail on Agreement Page(s) \_\_\_\_\_
- ☒ 10.) AGREEMENT SETTLEMENT:
  - COST SHARING \_\_\_\_\_
  - UNIT COST \_\_\_\_\_
  - FEE FOR SERVICE \_\_\_\_\_
  - LINE ITEM EXPENSE \_\_\_\_\_
  - Specific Detail on Agreement Page(s) \_\_\_\_\_
- \_\_\_ 11.) SPECIAL FINANCIAL PROVISIONS
  - Specific Detail on Agreement Page(s) \_\_\_\_\_

---

## **Rider B-Method Of Payment And Other Provisions**

1. **AGREEMENT AMOUNT** \$ \_\_\_\_\_
2. **INVOICES AND PAYMENTS** The Department will pay the provider in accordance with the terms and schedule in Rider A,III,E. of this agreement. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.
3. **BENEFITS AND DEDUCTION** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:  
  
John Baillargeon, Administrative Services Manager  
Bureau of Elder and Adult Services  
442 Civic Center Drive  
11 State House Station  
Augusta, ME 04333-0011  
  
who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.
7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

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**Rider B-Method Of Payment And Other Provisions (continued)**

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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**Rider B-Method Of Payment And Other Provisions (continued)**

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.
15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.
16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it shall comply with all governmental ordinances, laws and regulations.

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**Rider B-Method Of Payment And Other Provisions (continued)**

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this contract by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this state by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

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**Rider B-Method Of Payment And Other Provisions (continued)**

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHT** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Provider under this contract up to any amounts due and owing to the State with regard to this contract, any other contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Agency:  
Agreement Dates:

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**Rider C - Exceptions to Rider B**

No Exceptions to Rider B are granted under this agreement.

## **Rider D – Additional Provisions**

The following provisions/exceptions supplementing Rider B, Methods of Payment and Other Provisions apply to all agreements with the Department of Human Services.

1. **Audit** - Funds provided under this agreement are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community agencies (MAAP) and may further be subject to audit by authorized representatives of the Federal Government.
2. **Reporting Suspected Abuse/Neglect** - The Provider agrees that when any staff in its employ under this contract has reasonable cause to suspect that a child or an adult has been or is likely to be abused or neglected, the Provider shall cause a report to be made to the Department of Human Services pursuant to 22 MRSA §§ 3477 and 4011.
3. **Confidentiality** - In conformance with Federal and State statutes and regulations, the Provider and the Department shall guarantee the protection of information of a confidential nature regarding all persons served under the terms of this agreement, including the proper care, custody, use, and preservation of records, papers, files, communications of the agency, and any such other items that may reveal confidential information about persons served through this agreement.
4. **Lobbying** - No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Provider shall complete and submit a “Disclosure of Lobbying Activities” form.

5. **Drug-Free Workplace** - The Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee’s policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.



The provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. **Debarment and Suspension** - In signing this agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

7. **Environmental Tobacco Smoke** - By signing this agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Provider further agrees that it shall require the language of this certification be included in any sub-agreement.

8. **Medicare and Medicaid Anti-Kickback** - In signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a provider of goods or services that may be paid for with Medicare, Medicaid, or state health program funds.
9. **Publications** - When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Provider agrees to clearly acknowledge the participation of the Department of Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

10. **Motor Vehicle Check** – The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.
11. **Ownership** – All notebooks, plans, working papers, or other work produced in the performance of this Agreement are the property of the Department and upon request shall be turned over to the Department.
12. **Software Ownership** - Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object and executable code, data files and job control language, or other system instructions.
13. **Health Insurance Portability and Accountability Act (HIPAA) Standards Compliance**

By signing this Agreement, the Provider agrees that it shall deliver systems and services that are compliant with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated hereunder. In addition, the Provider will ensure compliance with all HIPAA requirements across all systems and services related to this Agreement, including transaction, common identifier, and privacy and security standards, by the effective date of those rules and regulations. The Provider will comply with the rules and regulations, and will implement these rules and regulations so as to achieve consistency in data collection, validation, storage, retrieval, and consolidation with all the Department's programs.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver in form acceptable to the Department a Business Associate agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. The Department shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the Department or fails to adhere to the terms of the BA Agreement.

## **APPENDIX B**

MED Form goes here

